

Upper Cape Cod Regional Technical School

Teachers' Association – Unit A

COLLECTIVE BARGAINING AGREEMENT

July 1, 2019 – June 30, 2022

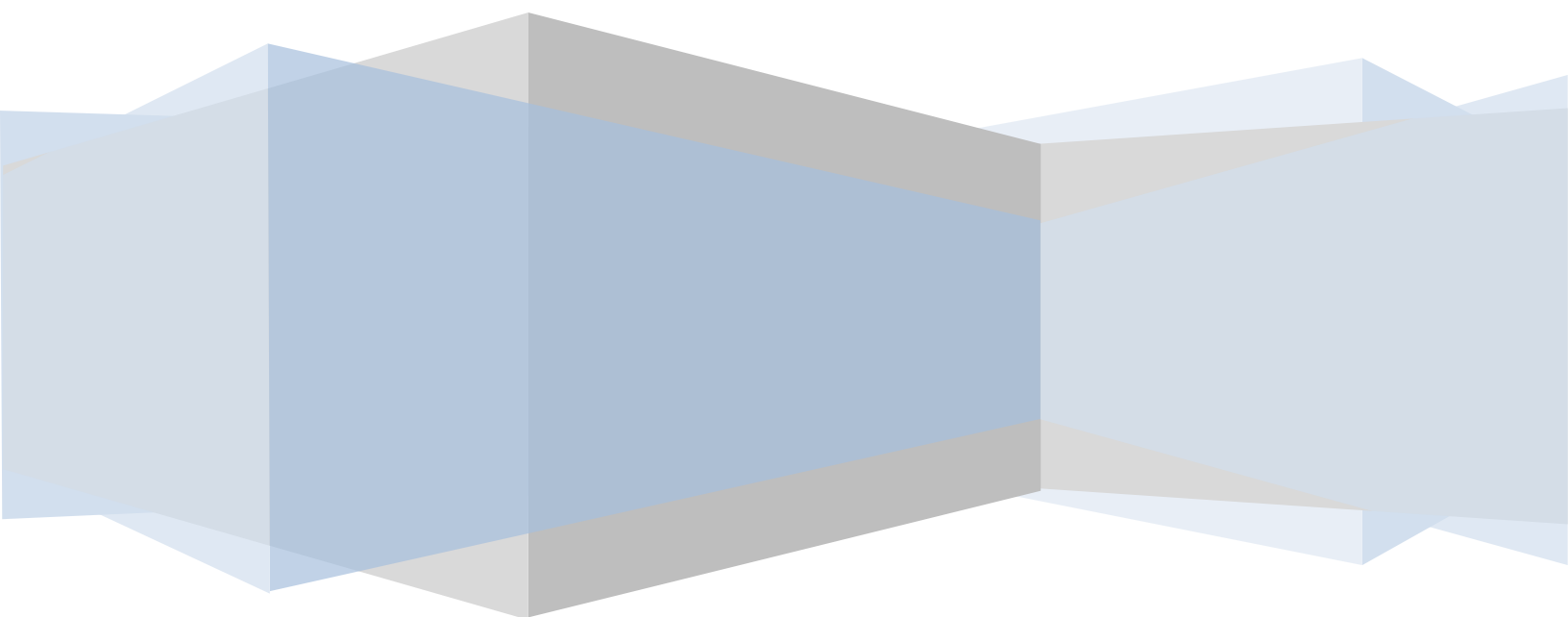


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**Article I
Recognition**

- A. The Committee recognizes the Association as the sole and exclusive bargaining agent of the employees of the Committee in the following classification for the purpose of collective bargaining on wages, hours, and conditions of employment pursuant to Chapter 150E, Massachusetts General Laws.

- B. All full-time and part-time professional employees who are required to hold a license issued by the Massachusetts Department of Elementary and Secondary Education, but excluding there from, Superintendent, Assistant Superintendent/Principal, Team Supervisors, Lead Teachers, Directors, Director of Media Services and all other employees of the Committee not included in the classifications aforementioned. “Teachers” shall mean employees covered by this Agreement unless otherwise noted. “Part-time employees” shall be defined as “regular” as opposed to “casual” employees (as defined by the Massachusetts Division of Labor Relations) serving in a bargaining unit position for which certification, provisional certification, or waivers are normally required.

Benefits for part-time employees shall be pro-rated.

**Article II
Committee’s Rights Clause**

- A. It is agreed by the parties hereto that the Committee retains all its rights, duties, powers and responsibilities under the laws of the Commonwealth and under any regulation of any appropriate State or Federal agency unless otherwise modified by an express written provision of this Agreement. If any conflict between a provision of this Agreement and any state law or agency rule or regulation should arise, then such law or rule or regulation shall prevail.

- B. It is further agreed that, except as modified by this Agreement, the Rules and Regulations of the Committee, as time to time altered by the Committee, shall govern employees covered by this Agreement.

**Article III
No Strike**

- A. The Association agrees that no Association Officer, representative, or employee shall conduct, induce or encourage any strike, work stoppage or withholding of services or engage in any other direct interference with the operations of the School District.
- B. The Superintendent may take disciplinary action, including suspension or discharge, against any employee involved in a violation of this Article.
- C. In the event that any employee represented by the Association engages in activities in violation of this Agreement, it shall be the responsibility of the Association and its members to exert their full power and influence with the employee in good faith to induce observance of the provisions of this Article.

**Article IV
Absence**

- A. If an employee covered by this Agreement is to be absent from school, the administration must be notified by 6:30am, except in case of emergency. The employee may make notification either by calling the appropriate administrator at the telephone number distributed to all staff for this purpose or by calling the school message center. Failure to so notify shall result in a day's suspension at the per diem rate of that employee's salary.

**Article V
Sick Leave**

- A. Teachers with Professional Teacher Status will receive fifteen (15) sick days per year each September 1st accumulative to two hundred and sixty (260) days. One and one-half (1 ½) days per month, September through June, will be granted to teachers without professional teacher status to a total of fifteen (15) days per year which are accumulative.

If sick time is to be used for a prescheduled medical appointment, teachers must provide at least seventy-two (72) hour advance notice (prior to 6:30 AM the day of the intended absence). In the event that a teacher fails to provide the required notice, the teacher will be charged as follows:

- one-half (1/2) of a sick day if notice is provided before 6:30 AM (but less than 72 hours before) the day of the prescheduled appointment;

or

one (1) full sick day if notice is provided after 6:30 AM the day of the prescheduled appointment.

B. In the event of serious illness of a member of a teacher's immediate household/family (spouse, child, parent, sibling, grandparent, grandchild, a family member who is living in the same household and/or a family member for whom the teacher has responsibility for direct care) such teacher may use up to five (5) days annually of accumulated sick leave.

C. Sick Leave Bank

There shall be a sick leave bank for the purpose of making additional days available to bargaining unit members who have exhausted their entire sick leave accumulation and who have a serious illness or injury. There shall be one (1) Sick Leave Bank for the Association, Units A and B. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of four (4) members, who shall be appointed annually. Two (2) of whom shall be appointed by the Committee (not to include the Superintendent) and two (2) of whom shall be appointed by the Association President. If a Sick Leave Bank Committee vote on any matter results in a tie, the matter under consideration shall not be approved or adopted. In the event of a tie, the teacher may ask that the Association President and Superintendent vote on the matter. If the result is still a tie, the matter shall not be approved or adopted. The Sick Leave Bank will be initially funded by deducting one (1) sick leave day from each employee and contributing such days to the bank. The Sick Leave Bank Committee shall determine the eligibility of an employee for sick leave days from the bank and the number of sick leave days to be granted in each case, and in no event more than twenty (20) days at a time. An employee may reapply for additional days. Any request denied by the Sick Leave Bank Committee may be reconsidered upon presentation of new information substantiating the need. The Sick Leave Bank Committee may promulgate reasonable rules and regulations regarding operation of the Bank. All decisions of the Sick Leave Bank Committee are final and binding on both parties and are not subject to litigation in any form including but not limited to the grievance or arbitration provisions of the contract. The balance of sick leave days in the bank shall be carried forward from work year to work year. When the bank is depleted to twenty (20) days, an additional assessment of one (1) sick leave day shall be made against the sick leave account of each employee. Employees shall not be assessed more than two (2) days in a school year. If there is the need in a school year to replenish the bank beyond the cap of two (2) days as provided in the previous sentence, teachers may voluntarily contribute up to an additional three (3) of their accumulated sick days to the bank. A teacher seeking to access Sick Leave Bank Days shall provide a written request to the Superintendent who shall forward such request to the Sick Leave Bank Committee. The request shall be accompanied by a detailed written statement from the treating physician indicating the nature of the illness or injury and probably date of return to work. The Sick Leave Bank Committee shall meet to consider the request within five (5) days following the receipt of a request.

The following criteria shall be used by the Sick Leave Bank Committee in administering the sick bank and determining eligibility and amount of leave:

- a. adequate documented medical evidence if serious illness or injury, and
- b. prior utilization of all eligible sick leave.

The Sick Leave Bank members must maintain complete confidentiality at all times.

- D. Teachers who have accumulated at least 180 sick days and who use three (3) or fewer sick days and personal days combined in a school year at the end of that school year shall have the option to be paid four (4) sick days at their per diem rate. Teachers who choose this option will not be allowed to add their additional unused sick days from that school year to their total accumulation. This benefit will not be available to teachers who are retiring and are eligible for the End of Service Sick Leave Buyback payment under Article XXVI in the same year.
- E. A teacher who uses five (5) or more consecutive sick days,, may be asked by the Superintendent to provide a note from his/her doctor or health care provider or may be sent to the School District's physician, at the School District's expense, to verify the use of the sick day. In the event that the Superintendent sends the teacher to the School District's physician, he/she will schedule the appointment within twenty-four (24) hours or as soon as practicable.
- F. Teachers may use up to three (3) sick days to observe religious holy days which occur while school is in session. Teachers shall notify the principal in writing three (3) school days in advance of the religious holy day. Use of sick days to observe religious holy days will not disqualify a teacher from the benefits of Paragraph D above.

Article VI
Bereavement/Personal Leave

- A.
 - 1. Up to five (5) consecutive school days shall be granted without loss of pay due to death in the immediate family of an employee covered by this Agreement. The immediate family shall include: spouse, child, parent, sibling, then parent-in-law, sister-in-law, brother-in-law, grandparents, grandchild, or other members of such employee's immediate household.
 - 2. One (1) school day shall be granted without loss of pay due to the death of an aunt, uncle, niece or nephew for the purpose of attending the services.
 - 3. Additional bereavement days may be granted at the discretion of the Superintendent.
- B. Two (2) days of leave for personal business, without loss in pay, shall be granted by the Superintendent each year, non-cumulative, for the following reasons: Illness in the immediate family; legal business which is of an urgent basis and which cannot be conducted outside of school hours; and passing of papers on the teachers' house or for

such other reason as may be allowed by the Superintendent in the sole exercise of his discretion provided that the request for such days is submitted in accordance with the provisions of this Article. Personal leave will be charged as one of the following:

- a. A two (2) hour minimum
- b. A half (1/2) day
- c. A full day

Request for personal leave days must be submitted in writing, at least one (1) week in advance to the Superintendent except in case of emergency. Personal leave days shall not be granted on the scheduled workday before or after a holiday, vacation period or other leave of absence, except in case of an emergency, subject to the approval of the Superintendent. Nor shall personal leave days be taken during the first two weeks or last two weeks of school unless an emergency exists.

- C. Teachers who do not use any personal days including any portion of a personal day during a school year shall have one (1) sick day added to their sick accumulation.

Article VII Health Insurance

- A. The Upper Cape Cod Regional School District pays seventy percent (70%) of the premium for health insurance coverage and also pays one-half of the premium on the \$10,000 life insurance policy for active and retired employees.

No bargaining unit members who are not already enrolled in Blue Cross/Blue Shield Master Health Plus by July 1, 2009, the effective date of the previous Collective Bargaining Agreement, may choose Blue Cross/Blue Shield Master Health Plus for their health insurance.”

- B. When a member of the instructional staff indicates in writing that he/she is interested in obtaining additional life insurance at the member’s expense to supplement the policy now carried by the School District, the Committee will so authorize payroll deductions for these premiums.
- C. The Committee shall provide \$400.00 per year towards the premium cost of a family dental insurance plan, \$150.00 toward the premium cost of an individual dental insurance plan.

Article VIII Deductions

- A. Deductions from each paycheck for federal and state income taxes and for the State Retirement Fund will be made according to the appropriate governmental regulation.
- B. Deductions for group health and life insurance and Association dues deductions will be deducted equally from each paycheck commencing with the first paycheck in October. Association dues thus collected and accumulated will be given in a single check to the Association Treasurer each month.
- C. The Committee adopted Section 125 of the Internal Revenue Code of 1986 only as it pertains to pre-tax contributions of health insurance premiums and annuities.
- D. The Association shall submit the details of a flex plan (including the administrative costs, which shall be paid by the employees who participate, and the procedures) to the Committee by March 1st, and the Committee shall act upon the plan by April 30th,
- E. The Association may not discriminate against any employee on the basis of non-membership in the Association.

Article IX Grievance Procedure

- A. An employee covered by this Agreement who has a grievance shall discuss it with his/her immediate supervisor either personally or through the appropriate representative of the Association within ten (10) school days from the date on which the incident giving rise to the grievance has occurred or when the employee has knowledge of such incident.
- B. If the incident occurs within six (6) school days of the end of the work year, the grievance must be filed within ten (10) calendar days next following the last day of school.

Level One:

- A. An employee covered by this Agreement who has a grievance shall discuss it with his/her immediate supervisor either personally or through the appropriate representative of the Association within ten (10) school days from the date on which the incident giving rise to the grievance has occurred or when the employee has knowledge of such incident.
- B. If the incident occurs within four (4) school days of the end of the work year, the grievance must be filed within ten (10) calendar days next following the last day of school.

Level Two:

- A. If the grievant is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered, said grievant and/or the Association may appeal to the Superintendent provided such appeal is made within fourteen (14)

calendar days after the presentation of the grievance at Level One. Such appeal shall be in writing setting forth the details for the grievance, the applicable provisions of the Agreement, and the decision, if any rendered in Level One. Within fourteen (14) days after receipt of the written grievance by the Superintendent, he or his designee, shall confer with the grievant. If the grievant is not represented by the Association, the Superintendent shall advise the appropriate representative of the Association that an appeal has been made and the date and time of the conference. The appropriate representative of the Association may be present at the conference to state the views of the Association.

Level Three:

- A. If the grievant is not satisfied with the decision of the Superintendent, or his designee, or if no decision has been rendered, said grievant and/or the Association may appeal to the Committee, provided however, that such appeal is made within fourteen (14) calendar days next following the conference in Level Two above. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered under Level Two. The Committee shall confer with the grievant and/or the appropriate representative of the Association, if any, at an executive session at the regularly scheduled meeting next following receipt of the written appeal.

Level Four

- A. If the grievant is not satisfied with the decision of the Committee or if no decision has been rendered after the regularly scheduled meeting of the Committee next following the conference, the Association may within twenty-one (21) calendar days thereafter submit the grievance to arbitration as provided in this Agreement.

**Article X
Arbitration**

- A. The grievance shall be submitted to an arbitrator who shall be selected mutually by the parties. If the parties do not mutually select an arbitrator within ten (10) calendar days from the date of submission of the grievance to arbitration, then either party may request a list of arbitrators from the American Arbitration Association.
- B. The arbitrator shall be bound by the written submission of both parties of the grievance. In the event that the parties cannot agree on the framing of an issue before the arbitrator, each party will submit a framed issue to the arbitrator, and the arbitrator will select the issue as framed and submitted by one of the parties. His decision shall not extend beyond said submission nor alter, amend or modify the provisions of this Agreement. Nor shall the arbitrator render a decision which shall impinge upon any of the reserved rights and duties of the Committee.
- C. Further, the arbitrator shall render a decision within thirty (30) calendar days from the date of the completion of the hearing, which decision shall be final and binding on both parties to this Agreement.

- D. Both parties shall share equally the expense of such arbitration.

**Article XI
Supervisory Duties**

- A. Employees covered by this Agreement may be assigned by the Superintendent or his designee, to such supervisory duties as the Superintendent deems necessary. Such duties shall include, but not be limited to, cafeteria, bus, gymnasium, corridor and detention duties and shall be distributed equitably among all the staff. A list of all supervisory duties will be provided to all employees at the end of each school year and employees will return the list to the Principal by July 1 with the supervisory duties listed in order of preference. The list will include supervisory duties which are outside of the work day as defined in this Agreement and employees who volunteer to work these supervisory duties will not be assigned any supervisory duties during the regular work day. Employees will not be evaluated for volunteering or not volunteering for the supervisory duties which are outside of the regular work day.
- B. Detention duty shall be assigned not more than twice per bargaining unit member in the course of the school year. This duty will not extend the work day of the assigned teacher by more than one (1) hour. The detention room teacher shall be assigned on a rotating basis in order that the duty shall be equalized among all the bargaining unit members. The designation of the days which teachers will be assigned detention duty shall be at the sole discretion of the Superintendent or designee.

**Article XII
Teacher Evaluation –
Refer to Appendix C**

**Article XIII
Committees**

- A. **Health and Safety Committee**: The Committee and the Association affirm their commitment to the maintenance of an environmentally safe school. To that end, the parties agree as follows:
1. By October first annually, a Health and Safety Committee will be established consisting of three (3) members appointed annually by the School Committee, one of whom shall be the Superintendent, and three (3) representatives appointed annually by the Association.
 2. Individual concerns regarding matters of health and safety shall be brought to the immediate written attention of the Superintendent.

3. Whenever a written complaint is submitted to the Superintendent, he will notify the Health and Safety Committee members in writing of the complaint and the disposition within fifteen (15) days of receipt of the complaint, exclusive of weekends and holidays. The disposition shall include an explanation of the investigation, of the conclusion and if an issue must be addressed, what was or will be done and the anticipated time frame for completion. Then if four (4) members of the Health and Safety Committee request a meeting, such meeting will be scheduled within five (5) days, exclusive of weekends and holidays, of such request.
- B. **Superintendent Advisory Committee:** The Superintendent shall establish a “Superintendent Advisory Committee composed of three (3) representatives appointed by the Association and three (3) appointed by the Superintendent. These members shall be appointed annually. This Advisory Committee shall review concerns through the “Thought Exchange” or its equivalent and make recommendations on how to address them. This Advisory Committee shall meet when appropriate and will not engage in the discussion of topics that are mandatory subjects of bargaining.

Article XIV Salaries

- A. The basic Salary Schedule for employees covered by this Agreement is set forth in Appendix “A”.
- B. Increments are not automatically granted but will be granted by the Committee to qualified individuals, based on length of service, together with such individual having rendered service deemed satisfactory and so recommended by the Administration. Increments so granted shall become effective on the first school day of the next school year contract.
- C. Teachers shall be responsible for keeping the Administration informed, in writing, of the courses they have successfully completed and their degree status. Such information for adjustment to another level must be received prior to September first of the school year to be effective in September and prior to February first to be effective from February for the remainder of the school year.
- D. If the position of permanent substitute is filled, it shall be compensated at the rate established by Level I, Step 1 of the salary schedule set forth in this Agreement. The position requires a license issued by the Massachusetts Department of Elementary and Secondary Education and shall be for one hundred and eighty-two (182) days each school year. The permanent substitute shall be required to attend professional development days and staff meetings. The permanent substitute shall receive one and one-half (1½)

sick days per month, September through June, to a total of fifteen (15) days, non-cumulative, per year and will be entitled to two (2) personal days.

Article XV Class Size

The Committee will determine class size consistent with an effective learning atmosphere within the school system. Whenever a teacher's student load approaches three hundred (300) students, the teacher shall meet with the principal to have this load addressed. If the teacher is not satisfied with the results of the discussion with the principal, he/she shall have the right to meet with the Superintendent to discuss the student load.

Article XVI Teacher Assignment

All Teachers will be notified in writing of their programs for the upcoming school year, including the grades, levels and/or subjects that they will teach, and any special or unusual classes that they will have by the end of the school year. In the event that it is necessary to change an assignment after the end of the school year, the affected teacher will be notified immediately, in writing.

Article XVII Evening Meetings and/or Graduation

- A. All teachers may be required by the Superintendent to attend up to four (4) evening meetings in each school year. Teachers will not be required to remain in attendance more than two and one half (2 ½) hours at such meetings. Said time shall not include any dinners which may be served and teachers will not be required to attend any such dinners. The required time for teachers shall not begin after 7:00 pm at any evening meeting. These meetings will be scheduled by the end of the first week in October each year except for meetings scheduled before November first which will be scheduled with at least three (3) weeks notice. Once scheduled, the date shall not be changed except in case of emergency or unforeseen conflict. When the rescheduling of a meeting is necessary, teachers will be provided a minimum of two (2) weeks written notice of the rescheduled meeting date.

Instructors in the LPN Program may be required to attend up to four (4) evening meetings each school year for no more than two and one-half (2 1/2) hours each. Three (3) of such meetings will be for curriculum purposes and one (1) for an Open House which shall be attended by those Instructors at the Bourne Campus.

1. Evening meetings will be for the following reasons:

- a. Open House
- b. Orientation
- c. Advisory Committees
- d. Parent meetings
- e. Prospective parent meetings; and
- f. Other educational purposes

B. Teachers will be required to attend * the Grade 8 Open House and Meet-the-Teacher evenings and will sign up to attend two (2) of the following:

1. Evening of Excellence
2. Graduation
3. Program Advisory

a. Technical teachers must have at least two (2) teachers from each shop at the Advisory Committee meetings.

b. Each department must have at least one (1) representative at Graduation.

* Guidance Staff and SPED Staff shall review meeting requirements with Director of Student Services, not to exceed four (4) evening meetings.

Teachers are to sign up for elective events by September 15th of each school year.

Article XVIII Vacancies

A. All applicants (defined as members of the bargaining unit and outside candidates) will be given the opportunity to make application for such positions, and the Superintendent agrees to give due weight to the professional background and attainments of all applicants, and where applicable, the length of time each has been in the school district, the quality of performance, and other professional factors relevant to the position. All vacancies, including promotional opportunities, shall be posted on the bulletin board, web-site, emailing them to all teachers and providing a copy to the Association President. All internal applicants will be granted an interview. Appointments normally will be made no later than sixty (60) days after the closing date for application. An internal applicant who is not appointed shall be notified in writing and may, within five (5) school days, request in writing the reason why he/she was not appointed and the reason shall be provided in writing within five (5) school days of the request.

Appointments will be made without regard to race, creed, color, religion, national origin, gender, age, sexual orientation or marital status.

- B. All extra-curricular, co-curricular, coaching and promotional positions, including those in Appendix B, shall be posted annually as provided in Section A, above. Appointments to these positions shall be annual appointments and will not be subject to the provisions of Article XXI, Section A. The Superintendent agrees to give due weight to the professional background and attainments of all applicants, and where applicable, the length of time each has been in the school district, the quality of performance, and other professional factors relevant to the position.

Article XIX
Teaching Hours and Teaching Loads

- A. All teachers shall register entry by using the designated procedure by 7:30 am and be at their assigned duties by 7:35 am. It is further agreed by the Committee and the Association that the past practice relative to 7:30 am assignment shall continue. Teachers shall register their exit by the same means no earlier than 2:45 pm except on those days when teachers are assigned to other duties. Each teacher will be assigned one afternoon per week when he/she shall remain until 3:30 pm for make-up work/extra help for students, parent meetings, curriculum work, TEAM meetings or other educational purposes. This day will be determined in consultation with the immediate supervisor. Teachers shall schedule students for these sessions.

If a Unit A member is absent, best efforts will be made to obtain a substitute in every area.

The Athletic Director may have a reduced teaching load consisting of at least four (4) teaching periods per day.

The workday of the LPN Program Instructors shall be seven and one-quarter (7 ¼) hours per day. LPN Instructors shall register their entry and exit by using the designated procedure whenever they enter and exit the Upper Cape Cod Vocational Technical School and will maintain a log of their attendance when at other work sites.

- B. Common Planning Time: On regular work days between 2:15 pm and 2:45 pm, teachers may be involved in Cluster or Departmental activities which shall be initiated by the appropriate supervisor. One (1) day each week, the activities may include teachers working with different clusters or departments with the prior approval of their supervisor.
- C. Meetings: Teachers may be required to remain until 3:30 pm on eight (8) school days per year which shall be scheduled by the end of the first week in October each year and (2) floating school days which will be scheduled a minimum of two (2) weeks in advance in writing. These meetings will not be rescheduled after being scheduled, as provided herein, except in case of emergency or unforeseen conflicts. When the rescheduling of a meeting is necessary, teachers will be provided a minimum of two (2) weeks written notice of the rescheduled meeting date. These meetings are for the following purpose:
- a. Staff meetings (including LPN Instructors who are on the Bourne Campus)

- b. In-service
 - c. Parent meetings
 - d. TEAM meetings
 - e. Make-up work for students
 - f. Curriculum work
 - g. Other educational purposes
- D. Consecutive classes for classroom teachers; Academic teachers required to teach four (4) or more consecutive classes without an interruption will be provided with a ten (10) minute break upon their request.

Whenever an LPN Instructor is assigned to a clinical site, they shall receive the preparation and administrative time provided by this section at the end of the workday.

- E. The work year for teachers shall be one hundred eighty-two (182) days: the one hundred eighty (180) days that students are required to be in attendance and two (2) professional development days. The first two (2) days of the work year may be staff professional development full days: the Monday and Tuesday before Labor Day. Students may return on the Tuesday or Wednesday. In addition, staff members may have a half a professional development day per term.

The work year for Guidance Counselors shall be the Teachers' year plus five (5) days paid at the Counselor's per diem rate. Any additional days worked beyond those five days will be at the Counselor's per diem rate and must have prior approval by the Principal or Superintendent. The ratio of student to Guidance Counselor will not exceed 250 to 1 per year.

- F. Under normal circumstances there are eight (8) periods per day. All teachers may be assigned six (6) teaching periods, plus one (1) preparation period and one (1) administrative period, each of which shall be substantially equal to a teaching period, (administrative periods shall be used as preparation periods when no specific assignments have been made by the Administration); provided, however, that the preparation and administrative period will not be available to those teachers who are assigned on work projects at locations other than the school building.

Teachers who agree to teach more than six (6) teaching periods will receive additional compensation at the rate of one eighth (1/8) of Step 1 of the teacher's level of attainment on the salary schedule.

- G. Teachers will be allowed a duty-free lunch period equal to the pupil's lunch period except in cases of emergencies.
- H. Teachers who are required to work beyond the work year, as defined by the provisions of this Agreement, shall be compensated at their per diem rate (1/182) per day for such additional time. Whenever there is the need for additional work days to allow a student to meet the required hours to complete the LPN Program, the extra work time will first be offered to LPN Instructors by seniority on a rotating basis. If no LPN Instructors accept

the additional work, the work will next be offered to members of the bargaining unit who are qualified and if no qualified bargaining unit member is available, the Administration may hire a qualified instructor who is not employed by the Committee.

With prior approval of the Superintendent, teachers who agree to perform non-required work outside of the work year, as defined by the provisions of this Agreement, and are directly related to curriculum and/or services to students, shall be paid \$36 per hour, which, effective July 1, 2020 will be increased to \$38 per hour.

- I. All teachers shall, on a weekly basis, update student grades on the student information system. The weekly grades shall provide at least three (3) documented criteria as determined by the teacher. The Committee shall provide training on the student information system during professional development days.
- J. Competency Tracking: Technical Teachers will utilize the Competency Tracking System provided by the District as follows:
- During the 2019 – 2020 school year, once a month, Technical Teachers shall complete competency tracking for students in Grades 10 and 11 beginning in September and Grade 9 students after they are placed in their respective shops.
 - Effective September 2020, Technical Teachers shall complete competency tracking for their students weekly.
 - During the first two (2) work days for teachers of the 2019 -2020 school year, professional development on the Competency Tracking System will be provided for Technical Teachers and on-going assistance will be provided upon the request of the teacher or his/her supervisor.
 - Parents and students will not have access to the Competency Tracking System any sooner than the start of the 3rd term of the 2019 – 2020 school year.
 - The competency tracking will assess Strand 2 only.

Teachers will not be held accountable through the evaluation process until the 2020-2021 school year.

Article XX
Professional Development
and
Educational Improvement

- A. The Committee will pay two hundred twenty-five dollars (\$225.00) yearly for annual vocational professional development conference or for tuition or seminar fees for other professional development activities directly related to teaching responsibilities and approved by the Superintendent, Teachers requesting reimbursement will submit to the Superintendent a voucher individually listing the expenses for which reimbursement is

sought. Professional development completed for recertification shall also qualify for the requirements of this section; subject to the provisions of this article.

Bargaining unit members shall be eligible for reimbursement of the costs of workshops, seminars, conferences and other educational and professional development activities to the same amount as annually established for the purpose of taking graduate courses by the provisions of C below. Such activities, whether employee or employer initiated, must be approved in advance by the Superintendent.

- B. All members of the Bargaining Unit must take adequate coursework and/or professional development necessary to meet the Massachusetts Department of Elementary and Secondary Education's requirements in order to maintain teacher licensure.
- C. In an effort to encourage and support the professional development of the educators of the Upper Cape Cod Regional Technical School, the Committee agrees to reimburse teachers for the costs associated with taking courses at accredited colleges or universities.
 - 1. Members are eligible for reimbursement up to a maximum of the costs (including mileage reimbursement) associated with taking a graduate level three (3) credit course at the University of Massachusetts Boston. The rate of reimbursement in each contract year shall be the rate effective on April 1st preceding the contract year.
 - 2. Reimbursement shall be provided upon the presentation of evidence of receipts for the costs and the successful completion of the course which shall be a grade of "B-" or better.

Article XXI

General

- A. No teacher shall be disciplined or discharged without just cause. This provision is not intended by the parties to restrict in any manner the statutory rights of the Superintendent relative to teachers without professional teaching status or its statutory rights relative to teachers with professional teaching status. The Grievance Procedure or Arbitration provisions of this Agreement shall not be invoked by the Association in the event of the exercise by the Superintendent of the statutory powers relative to the teachers without professional teaching status.
- B. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Committee and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with

respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- C. Both parties agree that they will not discriminate against any employee covered by this Agreement because of race, color, creed, sex or national origin.
- D. The Committee accepts the mandatory indemnification of teachers as provided in Chapter 258 of the Massachusetts General Laws.
- E. LPN Instructors who are required to travel to a second work site shall be reimbursed for all such travel at the prevailing IRS rate.

Article XXII Personal Injury Benefit

- A. Whenever a teacher is absent from school as a result of an industrial accident (as same as defined in Chapter 152 of the Massachusetts General Laws), said teacher shall, in addition to any workmen's compensation benefits, be paid the difference between said benefits and his/her daily rate of pay so that said teacher will receive a daily total amount equal to his/her daily rate of pay but in no event greater than said daily rate during the period he/she is receiving workmen's compensation benefits for total temporary disability. This allowance provided for above shall be deducted from said teacher's accumulated unused sick leave. In the event there is no unused accumulated sick leave in said teacher's personal credit then the allowance shall not be paid.
- B. There will be no reduction of sick leave days if the industrial accident is caused by the actions of a third party.

Article XXIII Parental Leave

- A. Parental leave shall comply with applicable State and Federal law. Except as otherwise extended by State or Federal law, a teacher shall be entitled to up to twelve (12) weeks of parental leave and will be entitled to the Sick Leave benefits of this Agreement to the extent she/he has unused accumulated Sick Leave; provided however, that such teacher shall give at least thirty (30) days written notice, which may be waived in extenuating circumstances, to the Superintendent indicating the anticipated date of departure and of the intended date of return and such leave shall commence immediately following the birth or arrival in the home of the child to be adopted. Parental leave shall mean leave granted following the birth or adoption of the employee's child for the caring of the child. Upon completion of said leave such teacher shall be returned to the previous or similar position but only if other employees of equal service credit and status in the same or

similar position have not been laid off due to the economic conditions or other changes in the operating conditions affecting employment during the period of such parental leave.

In the event that the reason for the leave under this Article is no longer operative, such employee may return to work.

Article XXIV Teacher Employment

- A. Teachers with previous teaching experience in the Upper Cape Cod Regional Vocational-Technical School District, if rehired, will upon returning to the system receive full credit on the Salary Schedule for all outside teaching experience. Teachers who have not been engaged in teaching on a full-time basis, will, if rehired, upon returning to the system be restored to the next position on the Salary Schedule above that which they left. Previously accumulated sick leave days will be restored to such returning teachers.
- B. Upon initial employment, full credit not to exceed 12 years on Level I of the Salary Schedule may be given only for previous teaching or related experience unless the educational requirements of higher levels have been met.
- C. An employee covered by this Agreement who intends to resign must provide the Superintendent a written notification to do so at least thirty (30) days prior to the effective date of the resignation.

Article XXV Sabbatical Leave

- A. The Committee may, upon recommendation of the Superintendent, grant a leave of absence for the purpose of study, to a member of the Bargaining Unit covered by this Agreement. If such a leave of absence is granted by the Committee, such leave shall be subject to the following conditions:
 - 1. Only one teacher may be entitled to be on said leave during a school year.
 - 2. Request for Leave under this Article must be received by the Superintendent, in writing, no later than November 1, of the school year next preceding the school year for which the request is made.
 - 3. The teacher making such request must have completed at least seven (7) consecutive years in the Upper Cape Cod Regional Vocational-Technical School district prior to the commencement of said leave.
 - 4. If a teacher is granted a leave under this Article, he will be paid at fifty percent (50%) of the basic salary to which he/she would have been entitled had he/she not

taken such leave, provided, however, that such pay when added to any grant or other compensation attendant to the program shall not exceed the regular basic rate of pay.

5. Any leave taken under this Article shall be for a one-year period.
6. If a teacher is granted a leave under this Article, said teacher shall execute an individual agreement with the Committee which shall incorporate the provisions of this Article and the following:
 - a. The teacher agrees to return to the School System for a period twice the length of the leave.
 - b. The teacher agrees that if he does not fulfill the agreement set forth in Paragraph (a), above, he shall reimburse the Committee for the entire amount of any payment made to him by the Committee while he was on such leave.

Article XXVI
End of Service Sick Leave Buyback

A. Employees with at least ten (10) consecutive years of service in the Upper Cape Cod Regional Vocational Technical School District who notify the Superintendent in writing of his/her intention to terminate service in the school district for the purposes of retirement only will be eligible for sick leave buyback as follows:

1. by January 15th of the school year prior to such termination taking effect, the employee shall be eligible to receive compensation based upon twenty (20%) of the subject employee's unused, accumulated sick leave at their per diem rate, total not to exceed \$12,000.00. For example, a teacher who intends to resign on June 30, 2020 must provide notice in writing to the Superintendent by January 15, 2019.

or

2. by October 15th of his/her intention to terminate service in the school district in June of the same school year, shall be eligible to receive compensation based upon twenty (20%) of the subject employee's unused, accumulated sick leave at their per diem rate, total not to exceed \$12,000.00 and said payment will be made on or about the following August 1st. For example, a teacher who intends to resign on June 30, 2020 must provide notice in writing to the

Superintendent by October 15, 2019 and payment will be made on or about August 1, 2020.

or

3. If the employee fails to provide written notices as set forth in 1 or 2 above, and notifies the Superintendent in writing of his/her intention to terminate service in the school district at least thirty (30) days prior to the effective date of termination the employee shall be eligible to receive compensation based upon fifty percent (50%) of the subject, employee's unused, accumulated sick leave at the per diem rate of \$50.00, total not to exceed \$3,000.00.
- B. An employee who elected the longevity payment as provided in what was known as Super Longevity prior to the 2013 – 2016 Collective Bargaining will be eligible for only the difference between the amount he/she received by electing that option and the amount to which he/she would be eligible under A.1 or A.2 above.
 - C. The parties agree that approved leaves of absence shall not break consecutive years of service as used herein.

Article XXVII Seniority and Reduction in Force

- A. In the event the School Committee determines to reduce the number of employees covered by Article I of the Collective Bargaining Agreement between the Committee and the Association, the following procedure for reduction in personnel will be followed:
 1. If the Committee determines it is necessary to reduce the number of employees covered by the Collective Bargaining Agreement, it shall attempt to accomplish said reduction by attrition.
 2. Teachers with professional teaching status shall not be laid off if there is a teacher without professional teaching status whose position the teacher with professional teaching status is qualified to fill.
- 3. Definitions**
- a. **System Seniority:** Means a teacher's length of continuous service in years, months, and days in the Upper Cape Cod Regional School District commencing on the initial date of most recent employment as a full-time contracted employee in a classification covered by this Agreement (not date of appointment). Where the total number of years, months, and days are equal, seniority shall be determined by the greater attainment of one of the teachers involved.

- b. **Departmental Seniority:** Means the length of service in years, months and days in a department in the Upper Cape Cod Regional School District; provided, however, that a teacher shall be considered a member of a department for the purposes of this definition if the teacher has taught more than three (3) periods in a department for one school year immediately preceding the reduction in force. An employee covered by this Agreement shall retain departmental seniority in a department in which he/she served for a period not to exceed ten (10) years. (The purpose of the foregoing is to permit a teacher who is reduced from his/her present department to displace a teacher with lesser departmental seniority in the reduced teacher's former department.)
- c. **Attainment:** Means the degree status or level as described in Appendix A, the Basic Salary Schedule. In the event teachers are on the same level, then the teacher who has a greater number of credits toward the next higher level shall be the teacher with the greater attainment.
- d. **Evaluation:** Shall be that as determined by the Superintendent based on the Evaluation Instruments of the teachers in the departments affected; but, in no event shall such instruments considered be for more than three (3) school years immediately preceding the notice of layoff.
- e. **Qualified:** Means that the teacher: (a) is certified in the subject or department under consideration for the reduction in force; (b) has taught in that department three (3) periods per day for at least one (1) school year of the preceding six (6) year period in the Upper Cape Cod Regional School District.
- f. **Lay-Off:** Means an unpaid leave of absence of sixteen (16) months commencing from and pursuant to a Reduction in Force.
- g. **Re-Call:** Means the right to return to service during the sixteen (16) month lay-off period.
- h. **Seniority Lists:** Shall mean two (2) lists specifying the order of seniority of each person covered by this Agreement as to their System Seniority and Departmental Seniority. Said lists shall be prepared by the Committee and the Association by October 1 of each school year. The Association shall promulgate the seniority lists to each such employee within ten (10) calendar days after receipt of said lists from the Committee.
- i. **Departments:** Shall mean English, Physical Education, Social Studies, Mathematics, Science, Instructional Computer Technology, Guidance, Special Education, Collision Repair Technology, Automotive Technology, Carpentry, Cosmetology, Electrical, Engineering Technology, Culinary Arts, Health Careers, Marine Technology,

Environmental Technology, Information Technology, Plumbing and Heating, Horticulture HVAC and Animal Science.

4. In the event a reduction cannot be accomplished pursuant to sections 1 and/or 2 above, and a teacher with professional teaching status must be laid off, the Superintendent shall notify, in writing, the teacher to be laid off within the affected department in accordance with the following formula:
 - a. If more than four (4) years difference of length of service exists as between two (2) teachers in the affected department, then seniority shall determine the order of lay-off with the most senior teacher being retained in favor of the least senior teacher.
 - b. If the length of service is between two (2) teachers in a department is up to and including four (4) years difference, then the following three (3) factors shall be considered in determining the order of lay-off; seniority, evaluation and attainment.
5. Each of the foregoing factors shall be weighted equally (e.g. 1/3, 1/3, 1/3); in the event a tie should result, then in such event the Superintendent shall reasonably determine which teacher is to be laid off.
 - a. An employee covered by this Agreement, who has been notified by certified mail that he/she is to be laid off pursuant to this Article, may, within seven (7) calendar days of said notification inform the Superintendent, by certified mail, that he/she wishes to displace an employee within a department in which the displacing employee has greater system-wide seniority and whose position the displacing employee is qualified to fill. The formula used in determining the original lay-off will again be used in determining the rights of the displacing teacher and the teacher to be displaced.
 - b. When an employee covered by the Collective Bargaining Agreement who has been laid off in accordance with the provisions of this Reduction in Force procedure, said employee shall be placed on a recall list for a period of sixteen (16) calendar months from the effective date of the layoff. If not recalled during said period, the employee shall be dismissed.

- c. An employee placed on recall in accordance with the provisions of this Article shall be entitled to membership in any group health or life insurance coverage in existence at the time of the effective date of his/her lay-off; provided, however, that the employee pays the entire cost of said insurance in advance of the premium due; and there shall be no contribution by the Committee for such employee's insurance.
- d. During said recall period, employees laid off under this paragraph shall be given priority on the substitute list. Employees must indicate in writing their agreement to perform substitute work at the substitute's daily rate of pay. In the event of refusal to perform substitute's work, this section of the Agreement becomes inoperative until the teacher advises the Superintendent in writing that he/she is available for substitute work.
- e. The employee, during the period of recall, shall inform the Superintendent of Schools of his/her current mailing address and any other circumstances which could affect his/her recall status.
- f. In the event that the Committee determines to re-establish the eliminated positions, or in the event that other vacancies occur which the Committee decides to fill, then employees who have been placed on lay-off status who are qualified for the available position and who are in recall status shall be notified by certified mail that such a position is available. The employees so notified shall, within fourteen (14) calendar days, from the date of the receipt of the notice, respond in writing, by certified mail, of their intention to return or not to return to the school system. Upon the expiration of said fourteen (14) calendar days, if the superintendent has not been notified by said employee, or if the employee has given notice of his/her intention not to return, then in such event, said employee shall terminate the leave of absence and the employee shall be considered to have resigned from the school system.
- g. The Superintendent shall assign the most senior qualified employee among those notified in paragraph (f) to the available position, provided said employee was placed on lay-off from the department of the position and provided said employee has complied with the provisions of paragraph (f). If among those notified in paragraph (f) there is no employee who was teaching in the department of the position immediately prior to being placed on lay-off, the Superintendent shall assign the most senior qualified employee among those notified in paragraph (f) who have taught in the department of the position in the Upper Cape Cod Regional School District, provided the employee has complied with the provisions of paragraph (f).

- h. Those employees who have complied with paragraph (f) above and who have not been assigned in accordance with paragraph (g) above shall continue in recall status consistent with paragraph 5(b) above.
 - i. In the event of a lay-off pursuant to this Agreement, no duties performed by members of the Bargaining Unit may be performed by persons not in the Bargaining Unit except to the degree consistent with the practices in effect on the effective date of this Agreement.
- 6. Employees recalled and returned to active service pursuant to the provisions of this Reduction In Force procedure shall be credited with all previously accrued time in the Upper Cape Cod Regional School District for the purposes of placement on the Salary Schedule and any previously accrued, unused sick leave upon return to active service.
- 7. The School Committee and Association agree that for the purposes of this Agreement, grievances arising hereunder shall be processed in accordance with the Grievance Procedure of the Collective Bargaining Agreement between the Association and the Committee.
- 8. The foregoing procedure for Reduction In Force shall apply solely to full-time teachers with professional teaching status covered by the Collective Bargaining Agreement.

**Article XXVIII
Protection**

- A. Inappropriate forms of communication, including but not limited to bullying, demeaning, sarcastic or unprofessional comments with/to a staff member will not be tolerated. In addition, no administrator shall demean, bully, reprimand or otherwise speak about a personal or professional matter regarding a staff member to another staff member or in the presence of another staff member or in any public forum.
- B. Teachers will immediately report in writing to the immediate supervisor of the person against whom the complaint is being filed.

**Article XXIX
Jury Duty**

- A. Employees shall be granted leave of absence without loss of pay when called for jury duty. The employee shall receive the difference between jury duty pay and the regular daily rate of pay.

Article XXX
Military Leave

- A. If a teacher's annual military service leave, for annual unit training usually for a period of two (2) weeks occurs during the school year, the Committee will make up one-half (1/2) the difference between the amount paid by the military and the teacher's salary in the event the teacher's salary exceeds the per diem rate paid by the military.

Any employee who is a member of a reserve component of the Uniformed Services of the United States or of the State National Guard will be granted leave in accordance with applicable federal and state law.

Article XXXI
Longevity

- A. Longevity compensation shall be paid as follows:

10-15 consecutive years of employment:	\$ 1,000
16-20 consecutive years of employment:	\$ 1,500
21-24 consecutive years of employment:	\$ 2,000
25+ consecutive years of employment	\$ 2,500

The above longevity stipends are non-cumulative. Such payments shall be made in a lump sum during the first pay period in December, each year.

Article XXXII
Duration Clause

The provisions of this Agreement, unless specifically stated otherwise, shall be effective as of July 1, 2019 and shall remain in full force and effect until June 30, 2022, and thereafter unless and until changed by mutual agreement. Either party to this Agreement may give written notice to the other party by October 1, 2021 or by October 1 of any subsequent year of its intention to negotiate changes in this Agreement.

In Witness Whereof, we set our hands on this the _____ day of _____, 2019.

Upper Cape Cod Regional Vocational-
Technical School District Committee

Upper Cape Cod Regional Vocational-
Technical School Teachers' Association

Appendix A – Salary Schedules

FY2020

	I	II	III	IV	V	VI
Step						
1	49,269	51,192	52,472	54,068	55,667	57,168
2	50,872	52,796	54,068	55,667	57,275	58,770
3	52,472	54,396	55,667	57,275	58,862	60,363
4	55,025	56,936	58,239	59,819	61,430	64,630
5	57,749	59,669	60,943	62,548	64,150	65,651
6	60,468	62,382	63,666	65,269	66,867	68,365
7	63,194	65,107	66,400	67,991	69,742	71,241
8	65,911	67,832	69,101	70,865	72,620	74,124
9	68,618	70,541	71,990	73,735	75,498	76,999
10	71,352	73,264	74,861	76,633	78,601	80,102
11	74,067	75,983	77,752	79,501	81,263	82,763
12	81,083	83,104	84,473	85,104	86,795	88,450
13	82,108	84,129	85,937	87,969	89,972	91,564

Level I

- ❖ Teachers whose position requires a Bachelor’s Degree and a current teaching license, granted by the Massachusetts Department of Elementary and Secondary Education (DESE)
- ❖ Vocational teachers provisionally approved by DESE

Level II

- ❖ Licensed teachers who have earned 18 credits related to their subject area as approved by the Superintendent.
- ❖ Vocational teachers with a professional license

Level III

- ❖ Licensed teachers who have earned a Master’s Degree related to their subject area.
- ❖ Professionally licensed vocational teachers with an Associate’s Degree or 60 credits towards a Bachelor’s Degree.

Level IV

- ❖ Licensed teachers who have earned fifteen (15) credits in an educationally related area beyond the Master’s Degree.
- ❖ Professionally licensed vocational teachers who have earned 90 credits towards a Bachelor’s Degree.

Level V

- ❖ Licensed teachers who have earned thirty (30) credits in an educationally related area beyond the Master’s Degree.
- ❖ Professionally licensed vocational teachers who have earned a Bachelor’s Degree.

Level VI

- ❖ Licensed teachers who have earned a CAGS or a second Master’s Degree in an educationally related area.
- ❖ Professionally licensed vocational teachers who have earned a Master’s Degree.

FY2021

	I	II	III	IV	V	VI
Step						
1	50,500	52,471	53,784	55,419	57,058	58,598
2	52,144	54,116	55,419	57,058	58,707	60,240
3	53,784	55,756	57,058	58,707	60,333	61,872
4	56,401	58,359	59,695	61,314	62,966	66,246
5	59,192	61,161	62,467	64,111	65,753	67,293
6	61,980	63,941	65,257	66,901	68,539	70,075
7	64,774	66,735	68,059	69,691	71,486	73,022
8	67,558	69,528	70,829	72,637	74,436	75,977
9	70,333	72,304	73,790	75,579	77,386	78,924
10	73,136	75,096	76,732	78,549	80,566	82,104
11	75,918	77,883	79,696	81,489	83,295	84,832
12	83,110	85,182	86,585	87,231	88,965	90,662
13	84,160	86,232	88,085	90,168	92,222	93,853

Level I

- ❖ Teachers whose position requires a Bachelor's Degree and a current teaching license, granted by the Massachusetts Department of Elementary and Secondary Education (DESE)
- ❖ Vocational teachers provisionally approved by DESE

Level II

- ❖ Licensed teachers who have earned 18 credits related to their subject area as approved by the Superintendent.
- ❖ Vocational teachers with a professional license

Level III

- ❖ Licensed teachers who have earned a Master's Degree related to their subject area.
- ❖ Professionally licensed vocational teachers with an Associate's Degree or 60 credits towards a Bachelor's Degree.

Level IV

- ❖ Licensed teachers who have earned fifteen (15) credits in an educationally related area beyond the Master's Degree.
- ❖ Professionally licensed vocational teachers who have earned 90 credits towards a Bachelor's Degree.

Level V

- ❖ Licensed teachers who have earned thirty (30) credits in an educationally related area beyond the Master's Degree.
- ❖ Professionally licensed vocational teachers who have earned a Bachelor's Degree.

Level VI

- ❖ Licensed teachers who have earned a CAGS or a second Master's Degree in an educationally related area.
- ❖ Professionally licensed vocational teachers who have earned a Master's Degree.

FY2022

	I	II	III	IV	V	VI
Step						
1	51,763	53,783	55,128	56,805	58,485	60,062
2	53,447	55,468	56,805	58,485	60,174	61,746
3	55,128	57,150	58,485	60,174	61,842	63,419
4	57,811	59,818	61,188	62,847	64,540	67,902
5	60,672	62,690	64,029	65,714	67,397	68,975
6	63,529	65,540	66,889	68,573	70,252	71,826
7	66,394	68,403	69,761	71,433	73,273	74,847
8	69,247	71,266	72,600	74,453	76,297	77,876
9	72,091	74,112	75,634	77,468	79,321	80,897
10	74,965	76,973	78,651	80,513	82,580	84,157
11	77,816	79,830	81,689	83,526	85,377	86,952
12	85,187	87,311	88,750	89,412	91,189	92,928
13	86,264	88,388	90,288	92,422	94,527	96,200

Level I

- ❖ Teachers whose position requires a Bachelor's Degree and a current teaching license, granted by the Massachusetts Department of Elementary and Secondary Education (DESE)
- ❖ Vocational teachers provisionally approved by DESE

Level II

- ❖ Licensed teachers who have earned 18 credits related to their subject area as approved by the Superintendent.
- ❖ Vocational teachers with a professional license

Level III

- ❖ Licensed teachers who have earned a Master's Degree related to their subject area.
- ❖ Professionally licensed vocational teachers with an Associate's Degree or 60 credits towards a Bachelor's Degree.

Level IV

- ❖ Licensed teachers who have earned fifteen (15) credits in an educationally related area beyond the Master's Degree.
- ❖ Professionally licensed vocational teachers who have earned 90 credits towards a Bachelor's Degree.

Level V

- ❖ Licensed teachers who have earned thirty (30) credits in an educationally related area beyond the Master's Degree.
- ❖ Professionally licensed vocational teachers who have earned a Bachelor's Degree.

Level VI

- ❖ Licensed teachers who have earned a CAGS or a second Master's Degree in an educationally related area.
- ❖ Professionally licensed vocational teachers who have earned a Master's Degree.

**Appendix B
Extra-Curricular Activities
FY2020**

	Step I	Step II	Step III
Coaches			
Athletic Director	6,421	7,515	8,608
Group A			
Head Football	5,923	6,459	6,995
Group B			
Soccer	4,578	4,809	5,672
Volleyball			
Basketball			
Cheerleading			
Lacrosse			
Softball			
Baseball			
Cross Country			
Hockey			
Group C			
JV Coaches	2,747	3,075	3,403
Group D			
Asst. Football Coach	4,495	5,260	6,026
Group E			
Golf	2,747	3,075	3,403
Cooperative Education			FY20
Technical Education Advisor			3,480
Additional per student over 5			696
Advisors			FY20
Senior Class			1,743
Junior Class			1,162
Sophomore Class			872
Freshman Class			872
Student Council			1,773

Advisors	FY20
Skills	2,925
Skills	2,925
Yearbook	4,560
Renaissance	823
SADD	823
School Newspaper per issue/4max	760
Literary Magazine	823
Multicultural Club	823
National Honor Society	1,266
Interact Rotary	823
Teacher Mentors 2 proteges	1,900
Title 1	2,533
Portfolio Committee Chair	950
Portfolio Committee Member (2)	634
Senior Project Committee Chair	950
Senior Project Committee Member (2)	634
Professional Development Committee Chair	950
Professional Development Committee Member (2)	634
Non-Traditional Advisor	1,266
Drama Club with one play	1,266
Drama Club Additional Play	515
Chess Club	823
Future Farmers of America	1,266
Future Farmers of America	1,266
Hockey Team Liaison	823
Tennis Liaison	823
Wrestling Liaison	823
Academic Decathlon	823
Math Club	823
Computer Club	823
Book Club	823
GSA Advisor	823
Music Club	823
Art Club	823
Science Club	823
Transition Counselor	3,500
Teacher Leaders	
Math	5,000
English	5,000
Science	5,000
Social Studies	5,000
Guidance	5,000

**Appendix B
Extra-Curricular Activities
FY2021**

	Step I	Step II	Step III
Coaches			
Athletic Director	6,549	7,665	8,780
Group A			
Head Football	6,041	6,588	7,135
Group B			
Soccer	4,669	4,905	5,785
Volleyball			
Basketball			
Cheerleading			
Lacrosse			
Softball			
Baseball			
Cross Country			
Hockey			
Group C			
JV Coaches	2,802	3,136	3,471
Group D			
Asst. Football Coach	4,585	5,365	6,146
Group E			
Golf	2,802	3,136	3,471
Cooperative Education			FY21
Technical Education Advisor			3,480
Additional per student over 5			696
Advisors			FY21
Senior Class			1,778
Junior Class			1,186
Sophomore Class			890
Freshman Class			890
Student Council			1,808

Advisors	FY21
Skills	2,984
Skills	2,984
Yearbook	4,651
Renaissance	839
SADD	839
School Newspaper per issue/4max	775
Literary Magazine	839
Multicultural Club	839
National Honor Society	1,292
Interact Rotary	839
Teacher Mentors 2 proteges	1,938
Title 1	2,583
Portfolio Committee Chair	969
Portfolio Committee Member (2)	646
Senior Project Committee Chair	969
Senior Project Committee Member (2)	646
Professional Development Committee Chair	969
Professional Development Committee Member (2)	646
Non-Traditional Advisor	1,292
Drama Club with one play	1,292
Drama Club Additional Play	525
Chess Club	839
Future Farmers of America	1,292
Future Farmers of America	1,292
Hockey Team Liaison	839
Tennis Liaison	839
Wrestling Liaison	839
Academic Decathlon	839
Math Club	839
Computer Club	839
Book Club	839
GSA Advisor	839
Music Club	839
Art Club	839
Science Club	839
Transition Counselor	3,500
Teacher Leaders	
Math	5,000
English	5,000
Science	5,000
Social Studies	5,000
Guidance	5,000

**Appendix B
Extra-Curricular Activities
FY2022**

	Step I	Step II	Step III
Coaches			
Athletic Director	6,680	7,819	8,956
Group A			
Head Football	6,162	6,720	7,277
Group B			
Soccer	4,763	5,003	5,901
Volleyball			
Basketball			
Cheerleading			
Lacrosse			
Softball			
Baseball			
Cross Country			
Hockey			
Group C			
JV Coaches	2,858	3,199	3,540
Group D			
Asst. Football Coach	4,676	5,472	6,269
Group E			
Golf	2,858	3,199	3,540
Cooperative Education			FY22
Technical Education Advisor			3,480
Additional per student over 5			696
Advisors			FY22
Senior Class			1,814
Junior Class			1,209
Sophomore Class			907
Freshman Class			907
Student Council			1,845

Advisors	FY22
Skills	3,043
Skills	3,043
Yearbook	4,744
Renaissance	856
SADD	856
School Newspaper per issue/4max	791
Literary Magazine	856
Multicultural Club	856
National Honor Society	1,318
Interact Rotary	856
Teacher Mentors 2 proteges	1,977
Title 1	2,635
Portfolio Committee Chair	988
Portfolio Committee Member (2)	659
Senior Project Committee Chair	988
Senior Project Committee Member (2)	659
Professional Development Committee Chair	988
Professional Development Committee Member (2)	659
Non-Traditional Advisor	1,318
Drama Club with one play	1,318
Drama Club Additional Play	536
Chess Club	856
Future Farmers of America	1,318
Future Farmers of America	1,318
Hockey Team Liaison	856
Tennis Liaison	856
Wrestling Liaison	856
Academic Decathalon	856
Math Club	856
Computer Club	856
Book Club	856
GSA Advisor	856
Music Club	856
Art Club	856
Science Club	856
Transition Counselor	3,500
Teacher Leaders	
Math	5,000
English	5,000
Science	5,000
Social Studies	5,000
Guidance	5,000

UPPER CAPE COD REGIONAL TECHNICAL SCHOOL

Appendix C:

Teacher Evaluation

March 2013

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1) Purpose of Educator Evaluation

- A. This contract language is locally negotiated and based on M.G.L. c.71, §38; M.G.L. c. 150E; **and** the Educator Evaluation regulations, 603 CMR 35.00 et seq.
- B. The purposes of evaluation are:
 - i. To promote student learning, growth, and achievement by providing Educators with feedback for improvement, enhanced opportunities for professional growth, and clear structures for accountability, 603 CMR 35.01(2)(a);
 - ii. To provide a record of facts and assessments for personnel decisions, 35.01 (2)(b).

2) Definitions (* indicates definition is generally based on 603 CMR 35.02)

- A) ***Artifacts of Professional Practice:** Products of an Educator’s work and student work samples that demonstrate the Educator’s knowledge and skills with respect to specific performance standards.
- B) **Caseload Educator:** Educators who teach or counsel individual or small groups of students through consultation with the regular classroom teacher, for example, school nurses, guidance counselors, speech and language pathologists, and some reading specialists and special education teachers.
- C) **Classroom teacher:** Educators who teach preK-12 whole classes, and teachers of special subjects as such as art, music, library, and physical education. May also include special education teachers and reading specialists who teach whole classes.
- D) **Categories of Evidence:** Multiple measures of student learning, growth, and achievement, judgments based on observations and artifacts of professional practice, including unannounced observations of practice of any duration; and additional evidence relevant to one or more Standards of Effective Teaching Practice (603 CMR 35.03).

- E) ***District-determined Measures:** Measures of student learning, growth and achievement related to the Massachusetts Curriculum Frameworks, Massachusetts Vocational Technical Education Frameworks, or other relevant frameworks, that are comparable across grade or subject level district-wide. These measures may include, but shall not be limited to: portfolios approved commercial assessments and district-developed pre and post unit and course assessments, and capstone projects.
- F) ***Educator(s):** Inclusive term that applies to all classroom teachers and caseload educators, unless otherwise noted.
- G) ***Educator Plan:** The growth or improvement actions identified as part of each Educator's evaluation. The type of plan is determined by the Educator's career stage, overall performance rating, and the rating of impact on student learning, growth and achievement. There shall be four types of Educator Plans:
- i) **Developing Educator Plan** shall mean a plan developed by the Educator and the Evaluator for one school year or less for an Educator without Professional Teacher Status (PTS); or, at the discretion of an Evaluator, for an Educator with PTS in a new assignment.
 - ii) **Self-Directed Growth Plan** shall mean a plan developed by the Educator for one or two school years for Educators with PTS who are rated proficient or exemplary.
 - iii) **Directed Growth Plan** shall mean a plan of one school year or less for educators with PTS who are in need of improvement, developed by the educator and the evaluator, 35.02. There shall be a summative evaluation at the end of the period determined by the plan and if the educator does not receive a proficient rating he or she shall be rated unsatisfactory and shall be placed on an improvement plan. 35.06(7)(b).
 - iv) **Improvement Plan** shall mean a plan of at least thirty calendar days and no more than one school year for educators with PTS who are rated unsatisfactory, developed by the educator and evaluator and subject to the evaluator's final approval with goals specific to improving the educator's unsatisfactory performance. 35.02.

- I. ***Evaluation:** The ongoing process of defining goals and identifying, gathering, and using information as part of a process to improve professional performance (the “formative evaluation” and “formative assessment”) and to assess total job effectiveness and make personnel decisions (the “summative evaluation”).
- J. **Evaluator:** Any person designated by a superintendent who has responsibility for observation or evaluation and who has successfully completed a professional learning program (see 603 CMR 35.11(7)) and is responsible for judging professional practice. The superintendent is responsible for ensuring that all evaluators have training in the principles of supervision and evaluation. Each classroom teacher and caseload educator will have one evaluator responsible for determining performance ratings. The classroom teacher and caseload educator shall be apprised of his/her evaluator by an agreed upon deadline at the beginning of the academic year. Each classroom teacher and caseload educator who is assigned to more than one building will be evaluated by the appropriate licensed administrator where the individual is primarily assigned most of the time. The principal of each building in which the classroom teacher and caseload educator serves must review and sign the evaluation.
- K. **Evaluation Cycle:** A five-component process that all Educators follow consisting of 1) Self-Assessment; 2) Goal-setting, and Educator Plan development; 3) Implementation of the Plan; 4) Formative Assessment/Evaluation; and 5) Summative Evaluation.
- L. **Experienced Educator:** An educator with Professional Teacher Status (PTS).
- M. ***Family:** Includes students’ parents, legal guardians, foster parents, or primary caregivers.
- N. ***Formative Assessment:** The process used to assess progress towards attaining goals set forth in Educator plans, performance on standards, or both. This process may take place at any time(s) during the cycle of evaluation, but typically takes place at mid-cycle.
- O. ***Formative Evaluation:** An evaluation conducted at the end of Year 1 for an Educator on a 2-year Self-Directed Growth plan which is used to arrive at a rating on progress towards attaining the goals set forth in the Educator Plan, performance on Standards and Indicators of Effective Teaching Practice, or both.
- P. ***Goal:** A specific, actionable, and measurable area of improvement as set forth in an Educator’s plan. A goal may pertain to any or all of the following: Educator practice in relation to Performance Standards, Educator practice in relation to indicators, or specified improvement in student learning, growth and achievement. Goals may be developed by individual Educators, by the Evaluator, or by a team

of Educators. Team Goals can be developed by grade level or subject area teams, departments, or other groups of Educators who have the same role.

- Q. *Measurable:** That which can be classified or estimated in relation to a scale, rubric, or standards.
- R. Multiple Measures of Student Learning:** Measures must include a combination of classroom, school and district assessments, student growth percentiles on state assessments, if state assessments are available, and student MEPA gain scores. This definition may be revised as required by regulations or agreement of the parties upon issuance of ESE guidance expected by July 2012.
- S. *Observation:** A data gathering process *specifically undertaken pursuant to this agreement* that includes notes and judgments made during one or more classroom or worksite visit(s) of at least 5 minutes in duration by the Evaluator and may include examination of artifacts of practice. An observation *shall* occur in person. All observations will be done openly and with knowledge of the Educator. Classroom or worksite observations conducted pursuant to this article must result in feedback to the Educator *using agreed-upon verbal or written protocols*.
- T. Parties:** The Association and the Committee are the parties to this agreement.
- U. *Performance Rating:** Describes the Educator's performance on each performance standard and overall. There shall be four performance ratings:
- Exemplary: the Educator's performance consistently and significantly exceeds the requirements of a standard or overall. The rating of exemplary on a standard indicates that practice significantly exceeds proficient and could serve as a model of practice on that standard district-wide.
 - Proficient: the Educator's performance fully and consistently meets the requirements of a standard or overall.
 - Needs Improvement: the Educator's performance on a standard or overall is below the requirements of a standard or overall, but is not considered to be unsatisfactory at this time. Improvement is necessary and expected.
 - Unsatisfactory: the Educator's performance on a standard or overall has not significantly improved following a rating of needs improvement, or the Educator's performance is consistently below the requirements of a standard or overall and is considered inadequate, or both. Is consistently below the requirements of a standard or overall and is considered inadequate, or both. \

- V. ***Performance Standards:** Locally developed standards and indicators pursuant to M.G.L. c. 71, § 38 and consistent with, and supplemental to 603 CMR 35.00.
- W. ***Professional Teacher Status:** PTS is the status granted to an Educator pursuant to M.G.L. c. 71, § 41.
- X. **Rating of Educator Impact on Student Learning:** A rating of high, moderate or low based on trends and patterns on state assessments and district-determined measures. The parties will negotiate the process for using state and district-determined measures to arrive at an Educator's rating of impact on student learning, growth and achievement, using guidance and model contract language from ESE, expected by July 2012.
- Y. **Rating of Overall Educator Performance:** The Educator's overall performance rating is based on the Evaluator's professional judgment and examination of evidence of the Educator's performance against the four Performance Standards and the Educator's attainment of goals set forth in the Educator Plan, as follows:
- i. Standard 1: Curriculum, Planning and Assessment
 - ii. Standard 2: Teaching All Students
 - iii. Standard 3: Family and Community Engagement
 - iv. Standard 4: Professional Culture
 - v. Attainment of Professional Practice Goal(s)
 - vi. Attainment of Student Learning Goal(s)
- Z. ***Rubric:** In rating educators on Performance Standards for the purpose of formative assessments, formative evaluations, or summative evaluations, a rubric must be used. A scoring tool used to judge the educator's practice at the four levels of performance. The rubric consists of:
- i. Standards and indicators of Effective Teaching Practice: Defined in 603 CMR 35.03. These standards and indicators are used in the rubrics incorporated into this evaluation system. Standards and indicators of Effective Administrative Leadership Practice: Defined in 603 CMR 35.04. These standards and indicators are used in the rubrics incorporated into this evaluation system.
 - ii. Descriptors: In the educator rubric, they define the individual elements of each of the indicators under the standards.

- ii. **Benchmarks:** Benchmarks describe the acceptable demonstration of knowledge, skill or behavior necessary to achieve that performance rating. For each indicator, there are four benchmarks – one describing performance at each performance rating – Exemplary, Proficient, Needs Improvement and Unsatisfactory.
- AA) **Self-Assessment:** The evaluation cycle shall include self-assessment addressing Performance Standards established through collective bargaining. 603 CMR 35.603(2). The educator shall provide such information, in the form of self-assessment, in a timely manner to the evaluator at the point of goal setting and plan development 35.03(2)(b). Evaluators shall use evidence of educator performance and impact on student learning, growth and achievement in goal setting with the educator based on the educator’s self-assessment and other sources that the evaluator shares with the educator 35.06(3)(a).
- BB) **Summative Evaluation:** An evaluation used to arrive at a rating on each standard, an overall rating, and as a basis to make personnel decisions. The summative evaluation includes the Evaluator’s judgments of the Educator’s performance against Performance Standards and the Educator’s attainment of goals set forth in the Educator’s Plan. The summative evaluation rating must be based on evidence from multiple categories of evidence. MCAS growth scores cannot be the sole basis for a summative evaluation rating 603 CMR 35.08(3).
- CC) ***Superintendent:** The person employed by the school committee pursuant to M.G.L. c. 71 §59 and §59A. The superintendent is responsible for the implementation of 603 CMR 35.00.
- DD) ***Teacher:** An Educator employed in a position requiring a certificate or license as described in 603 CMR 7.04(3)(a, b, and d) and in the area of vocational education as provided in 603 CMR 4.00. Teachers may include, for example, classroom teachers, librarians, guidance counselors, or school nurses.
- EE) ***Trends in student learning:** At least two years of data from the district-determined measures and state assessments used in determining the Educator’s rating on impact on student learning as high, moderate or low.

3. Evidence Used In Evaluation

The following categories of evidence shall be used in evaluating each Educator:

- A. Multiple measures of student learning, growth, and achievement, which shall include:

- i. Measures of student progress on classroom assessments that are aligned with the Massachusetts Curriculum Frameworks or other relevant frameworks and are comparable within grades or subjects in a school;
 - ii. Statewide growth measure(s) where available, including the MCAS Student Growth Percentile and the Massachusetts English Proficiency Assessment (MEPA); and / or
 - iii. District-determined Measure(s) of student learning comparable across grade or subject district-wide.
 - iv. Measures of student progress and/or achievement toward student learning goals set between the Educator and Evaluator for the school year or some other period of time established in the Educator Plan.
 - v. For Educators whose primary role is not as a classroom teacher, the appropriate measures of the Educator's contribution to student learning, growth, and achievement set by the district. The measures set by the district should be based on the Educator's role and responsibility.
- B. Observations and artifacts of practice including unannounced observations of practice.
- C. Evidence relevant to one or more Performance Standards, including but not limited to:
 - i. Evidence compiled and presented by the Educator, including :
 1. Evidence of fulfillment of professional responsibilities and growth such as self-assessments, peer collaboration, professional development linked to goals in the Educator plans, contributions to the school community and professional culture;
 2. Evidence of active outreach to and engagement with families;
 - ii. Evidence of progress towards professional practice goal(s);
 - iii. Evidence of progress toward student learning outcomes goal(s).
 - iv. Student feedback collected by the district, starting in the 2013-2014 school year, on or before July 1, 2013, DESE shall identify one or more instruments for collecting student feedback and shall publish protocols for administering the instrument(s), protecting student confidentiality, and analyzing student feedback.

- iv. Any other relevant evidence from any source that the Evaluator shares with the Educator. Other relevant evidence could include information provided by other administrators such as the superintendent.

4. Rubric

The rubrics are a scoring tool used for the Educator's self-assessment, the formative assessment, the formative evaluation and the summative evaluation. The district has adopted the Teacher Rubric and the Specialized Instructional Support Personnel Rubric and Indicators for School Counselors. (Appendix C)

5. Evaluation Cycle: Training

- a. Prior to the implementation of the new evaluation process contained in this article, districts shall arrange training for all Educators, principals, and other evaluators that outlines the components of the new evaluation process and provides an explanation of the evaluation cycle. The district through the superintendent shall determine the type and quality of training based on guidance provided by ESE and input from the association.
- b. By November 15th of the first year of this agreement, all Educators shall complete a professional learning activity about self-assessment and goal-setting satisfactory to the superintendent or principal. Any Educator hired after the November 15th date, and who has not previously completed such an activity, shall complete such a professional learning activity about self-assessment and goal-setting within one month of the date of hire. The district through the superintendent shall determine the type and quality of the learning activity based on guidance provided by ESE and input from the association.

6. Evaluation Cycle: Annual Orientation

- a. At the start of each school year, the superintendent, principal or designee shall conduct a meeting for Educators and Evaluators focused substantially on educator evaluation. The superintendent, principal or designee shall:
 - I. Provide an overview of the evaluation process, including goal setting and the educator plans.
 - II. Provide District and School goals and priorities.

- III. Provide all Educators with directions for obtaining a copy of the forms used by the district. These may be electronically provided.
- IV. The faculty meeting may be digitally recorded to facilitate orientation of Educators hired after the beginning of the school year provided that an announcement is made at the beginning of the meeting that it is being recorded and no one objects.
- V. At the annual orientation or on/or before September 30th each educator will be informed of his/her evaluator for that year. The role of the evaluators will be identified, not the specific individual.

7. Evaluation Cycle: Self-Assessment

a. Completing the Self-Assessment

- I. The evaluation cycle begins with the Educator completing and submitting to the Primary or Supervising Evaluator a self-assessment by October 1st or within four weeks of the start of their employment at the school.

II. The self-assessment includes:

1. An analysis of evidence of student learning, growth and achievement for students under the Educator's responsibility.
2. An assessment of practice against each of the four Performance Standards of effective practice using the district's rubric.
3. Proposed goals to pursue:
 - a. At least one goal directly related to improving the Educator's own professional practice.
 - b. At least one goal directed related to improving student learning.

b. Proposing the goals

- I. Educators should consider goals for grade-level, subject-area, department teams, or other groups of Educators who share responsibility for student learning and results, except as provided

in (ii) below. Educators may meet with teams to consider establishing team goals. Evaluators may participate in such meetings.

- II. For Educators in their first year of practice, the Evaluator or his/her designee will meet with each Educator by October 1st (or within four weeks of the Educator's first day of employment if the Educator begins employment after September 15th) to assist the Educator in completing the self-assessment and drafting the professional practice and student learning goals which must include induction and mentoring activities (and may be a team goal).
- III. Unless the Evaluator indicates that an Educator in his/her second or third years of practice should continue to address induction and mentoring goals pursuant to 603 CMR 7.12, the Educator may propose team goals.
- IV. For Educators with PTS and ratings of proficient or exemplary, the goals may be team goals. In addition, these Educators may include individual professional practice goals that address enhancing skills that enable the Educator to share proficient practices with colleagues or develop leadership skills.
- V. For Educators with PTS and ratings of needs improvement or unsatisfactory, the professional practice goal(s) must address specific standards and indicators identified for improvement.

8. Evaluation Cycle: Goal Setting and Development of the Educator Plan

- a. Every Educator has an Educator Plan that includes, but is not limited to one goal for the improvement of student learning. The Plan also outlines actions the Educator must take to attain the goals established in the Plan and benchmarks to assess progress.
- b. To determine the goals to be included in the Educator Plan, the Evaluator reviews the goals the Educator has proposed in the Self-Assessment, using evidence of Educator performance and impact on student learning, growth and achievement based on the Educator's self-assessment and other sources that Evaluator shares with the Educator. The process for determining the Educator's impact on student learning, growth and achievement will be determined after ESE issues guidance

on this matter. See #22, below. Evaluators and educators shall consider team goals. The evaluator retains final authority over goals to be included in an educator's plan.

- c. Educator Plan Development Meetings shall be conducted as follows:
 - I. Educators in the same school may meet with the Evaluator in teams and/or individually at the end of the previous evaluation cycle or by October 15th of the next academic year to develop their Educator Plan. Educators shall not be expected to meet during the summer hiatus.
 - II. For those Educators new to the school, the meeting with the Evaluator to establish the Educator Plan must occur by October 15th or within six weeks of the start of their assignment in that school
 - III. The Evaluator shall meet individually with Educators with PTS and ratings of needs improvement or unsatisfactory to develop professional practice goal(s) that must address specific standards and indicators identified for improvement.
 - IV. For educators with Professional Teacher Status with ratings of Proficient and Exemplary, the professional practice goal may be team goals. In addition, these educators may include professional practice goals that address enhancing skills that enable the educator to share proficient practices with colleagues or develop leadership skills.
 - V. Unless the evaluator indicates that educators in their second and third years of practice should continue to address induction and mentoring goals as outlined in 603 CMR 7.12 for teachers, the educator may propose team goals.
- d. The Evaluator completes the Educator Plan by November 1st. The Educator shall sign the Educator Plan within 5 school days of its receipt and may include a written response. The Educator's signature indicates that the Educator received the plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents. The Evaluator retains final authority over the content of the Educator's Plan.

9. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators without PTS

- a. In the first year of practice or first year in a new position:
 - I. The Educator shall have at least one announced observation during the school year.
 - II. The Educator shall have at least four unannounced observations during the school year.
- b. In their second and third years of practice or second and third years as a non-PTS Educator in the school:
 - I. The Educator shall have at least one (1) announced observation during the school year.
 - II. The Educator shall have at least three unannounced observations during the school year.

10. Evaluation Cycle: Observation of Practice and Examination of Artifacts – Educators with PTS

- a. The Educator whose overall rating is proficient or exemplary must have at least one unannounced observation during the evaluation cycle.
- b. The Educator whose overall rating is needs improvement must be observed according to the Directed Growth Plan during the period of Plan which must include at least two unannounced observations.
- c. The Educator whose overall rating is unsatisfactory must be observed according to the Improvement Plan which must include both unannounced and announced observation. The number and frequency of the observations shall be determined by the Evaluator, but in no case, for improvement plans of one year, shall there be fewer than one announced and four unannounced observations. For Improvement Plans of six months or fewer, there must be no fewer than one announced and two unannounced observations.

11. Observations

The Evaluator's first observation of the Educator should take place by November 30th. Observations required by the Educator Plan should be completed by June 1st.

The Evaluator is not required nor expected to review all the indicators in a rubric during an observation. However, every effort will be made to observe for a period of time sufficient to observe as many indicators as possible.

A) Unannounced Observations

- i. Unannounced observations may be in the form of partial or full period classroom visitations, Instructional Rounds, Walkthroughs, Learning Walks, or any other means deemed useful by the Evaluator, Principal, Superintendent, or other administrator.
- ii. The Educator will be provided with at least brief written feedback from the Evaluator within five (5) school days of the observation.
- iii. Any observation or series of observations resulting in one or more standards judged to be unsatisfactory or needs improvement for the first time must be followed by at least one observation of at least 30 minutes in duration within 20 school days.
- iv. No other observations may take place until the day after the feedback has been provided. The teacher and administrator are encouraged to have conversations on feedback.

B) Announced Observations

Announced observations shall be conducted according to the following:

1. The Evaluator shall select the date and time of the lesson or activity to be observed and discuss with the Educator any specific goal(s) for the observation.
2. Within 5 school days of the scheduled observation, upon request of either the Evaluator or Educator, the Evaluator and Educator shall meet for a pre-observation conference. In lieu of a meeting, the Educator may inform the Evaluator in writing of the nature of the lesson, the student population served, and any other information that will assist the Evaluator to assess performance
 - a. The Educator shall provide the Evaluator a draft of the lesson, student conference, IEP plan or activity. If the actual plan is different, the Educator will provide the Evaluator with a copy prior to the observation.

- b. The Educator will be notified as soon as possible if the Evaluator will not be able to attend the scheduled observation. The observation will be rescheduled with the Educator as soon as reasonably practical.
3. Within 5 school days of the observation, the Evaluator and Educator shall meet for a post-observation conference. This timeframe may be extended due to unavailability on the part of either the Evaluator or the Educator, but shall be rescheduled within 24 hours if possible.
4. The Evaluator shall provide the Educator with written feedback within 5 school days of the post-observation conference. For any standard where the Educator's practice was found to be unsatisfactory or needs improvement, the feedback must:
 - a. Describe the basis for the Evaluator's judgment.
 - a. Describe actions the Educator should take to improve his/her performance.
 - b. Identify support and/or resources the Educator may use in his/her improvement.
 - c. State that the Educator is responsible for addressing the need for improvement.
 - d. The parties agree that individual teaching styles vary and not all of the indicators on the rubric may be observed during any one class or lesson.

C. Walkthroughs, Learning Walks, Instructional Rounds and other like procedures by any other name (herein called "walkthroughs") are intended to gauge the overall climate, culture and instruction within a school, program or department, and entail walking into multiple classrooms, possibly for less than five (5) minutes each. Observations from walkthroughs summarize the aggregate climate, culture and instruction rather than commenting on individual teachers, and are used to talk about observed patterns and trends across classrooms. Walkthroughs of less than five minutes are not observations for the sake of this evaluation system and do not result in feedback to individual educators. A walkthrough can be announced or unannounced. There are no limits on the number of walkthroughs that can be conducted, provided that all educators in a school shall have a similar number of such visits.

12. Evaluation Cycle: Formative Assessment

- a. A specific purpose for evaluation is to promote student learning, growth and achievement by providing Educators with feedback for improvement. Evaluators are expected to make frequent unannounced visits to classrooms. Evaluators are expected to give targeted constructive feedback to Educators based on their observations of practice, examination of artifacts, and analysis of multiple measures of student learning, growth and achievement in relation to the Standards and Indicators of Effective Teaching Practice.
- b. Formative Assessment may be ongoing throughout the evaluation cycle but typically takes places mid-cycle when a Formative Assessment report is completed. For an Educator on a two-year Self-Directed Growth Plan, the mid-cycle Formative Assessment report is replaced by the Formative Evaluation report at the end of year one. See section 13, below.
- c. The Formative Assessment report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on Performance Standards and overall, or both
- d. No less than two weeks before the due date for the Formative Assessment report, which due date shall be collaboratively agreed upon by the Educator and Evaluator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may provide to the evaluator additional evidence of the educator's performances against the four Performance Standards.
- e. The Evaluator and the Educator will meet either before and / or after completion of the Formative Assessment Report.
- f. The Evaluator shall complete the Formative Assessment report and provide a copy to the Educator. All Formative Assessment reports must be signed by the Evaluator and delivered.
- g. The Educator may reply in writing to the Formative Assessment report within five school days of receiving the report. The Educator's reply shall be attached to the report.

- h. The Educator shall sign the Formative Assessment report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Assessment report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- i. As a result of the Formative Assessment Report, the Evaluator may change the activities in the Educator Plan.
- j. If the rating in the Formative Assessment report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

13. Evaluation Cycle: Formative Evaluation for Two Year Self-Directed Plans Only

- a. Educators on two year Self-Directed Growth Educator Plans receive a Formative Evaluation report no later than June 1 the first year of the two year cycle. The Educator's performance rating for that year shall be assumed to be the same as the previous summative rating unless evidence demonstrates a significant change in performance in which case the rating on the performance standards may change, and the Evaluator may place the Educator on a different Educator plan, appropriate to the new rating.
- b. The Formative Evaluation report provides written feedback and ratings to the Educator about his/her progress towards attaining the goals set forth in the Educator Plan, performance on each performance standard and overall.
- c. No less than two weeks before the due date for the Formative Evaluation report, which due date shall be collaboratively agreed upon by the Educator and the Evaluator, the Educator shall provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress on attaining professional practice and student learning goals. The educator may also provide to the evaluator additional evidence of the educator's performance against the four Performance Standards.
- d. The Evaluator shall complete the Formative Evaluation report and provide a copy to the Educator. All Formative Evaluation reports must be signed by the Evaluator and delivered.

- e. Upon the request of either the Evaluator or the Educator, the Evaluator and the Educator will meet either before and/ or after completion of the Formative Evaluation Report.
- f. The Educator may reply in writing to the Formative Evaluation report within five school days of receiving the report. The Educator's reply shall be attached to the report.
- g. The Educator shall sign the Formative Evaluation report by within 5 school days of receiving the report. The signature indicates that the Educator received the Formative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
- h. As a result of the Formative Evaluation report, the Evaluator may change the activities in the Educator Plan.
- i. If the rating in the Formative Evaluation report differs from the last summative rating the Educator received, the Evaluator may place the Educator on a different Educator Plan, appropriate to the new rating.

14. Evaluation Cycle: Summative Evaluation

- a. The evaluation cycle concludes with a summative evaluation report. For Educators on a one or two year Educator Plan, the summative report must be written and provided to the educator by June 1st.
- b. The Evaluator determines a rating on each standard and an overall rating based on the Evaluator's professional judgment, an examination of evidence against the Performance Standards and evidence of the attainment of the Educator Plan goals.
- c. The evaluator shall determine the summative rating that the Educator receives using the overall rating determination rules. For an educator whose overall performance rating is exemplary or proficient and whose impact on student learning is low, the evaluator's supervisor shall discuss and review the rating with the evaluator and the supervisor shall confirm or revise the educator's rating.
- d. The summative evaluation rating for determining an educator's impact on student learning, growth, and achievement must be based on evidence from multiple categories of evidence. MCAS Growth scores shall not be the sole basis for a summative evaluation rating.

- e. To be rated proficient overall, the Educator shall, at a minimum, have been rated proficient on the Curriculum, Planning and Assessment and the Teaching All Students Standards of effective teaching practice.
- f. No less than four weeks before the due date for the Summative Evaluation report, which due date shall be established by the Evaluator with written notice provided to the Educator, the Educator will provide to the Evaluator evidence of family outreach and engagement, fulfillment of professional responsibility and growth, and progress. Additional evidence of the educator's performance against the four Performance Standards may be provided by the educator.
- g. The Summative Evaluation report should recognize areas of strength as well as identify recommendations for professional growth.
- h. The Evaluator shall deliver a signed copy of the Summative Evaluation report to the Educator ten school days prior to the close of school.
- i. The Evaluator shall meet with the Educator rated needs improvement or unsatisfactory to discuss the summative evaluation. The meeting shall occur prior to the last day of school.
- j. The Evaluator shall meet with the Educator rated proficient or exemplary to discuss the summative evaluation, if either the Educator or the Evaluator requests such a meeting. **The meeting shall occur by the last day of school.****
- k. Upon mutual agreement, the Educator and the Evaluator may develop the Self-Directed Growth Plan for the following two years during the meeting on the Summative Evaluation report.
- l. The Educator shall sign the final **Summative Evaluation report by the last day of school.** The signature indicates that the Educator received the Summative Evaluation report in a timely fashion. The signature does not indicate agreement or disagreement with its contents.**
- m. The Educator shall have the right to respond in writing to the summative evaluation which shall become part of the final Summative Evaluation report by June 30th.

- n. A copy of the signed final Summative Evaluation report shall be filed in the Educator's personnel file.

15. Educator Plans – General

- a. Educator Plans shall be designed to provide Educators with feedback for improvement, professional growth, and leadership; and to ensure Educator effectiveness and overall system accountability. The Plan must be aligned to the standards and indicators and be consistent with district and school goals.
- b. The Educator Plan shall include, but is not limited to:
 - I. At least one goal related to improvement of practice tied to one or more Performance Standards;
 - II. At least one goal for the improvement the learning, growth and achievement of the students under the Educator's responsibility;
 - III. An outline of actions the Educator must take to attain the goals and benchmarks to assess progress. Actions must include specified professional development and learning activities that the Educator will participate in as a means of obtaining the goals, as well as other support that may be suggested by the Evaluator or provided by the school or district. Examples may include but are not limited to coursework, self-study, action research, curriculum development, study groups with peers, and implementing new programs.
- c. It is the Educator's responsibility to attain the goals in the Plan and to participate in any trainings and professional development provided through the state, district, or other providers in accordance with the Educator Plan.

16. Educator Plans: Developing Educator Plan

- a. The Developing Educator Plan is for all Educators without PTS, and, at the discretion of the Evaluator, Educators with PTS in new assignments.
- b. The Educator shall be evaluated at least annually.

17. Educator Plans: Self-Directed Growth Plan

- a. A Two-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and whose impact on student learning is moderate or high when available. A formative evaluation report is completed at the end of year 1 and a summative evaluation report at the end of year 2.
- b. A One-year Self-Directed Growth Plan is for those Educators with PTS who have an overall rating of proficient or exemplary, and after 2013-2014 whose impact on student learning is low. In this case, the Evaluator and Educator shall analyze the discrepancy between the summative evaluation rating and the rating for impact on student learning to seek to determine the cause(s) of the discrepancy.

18. Educator Plans: Directed Growth Plan

- a. A Directed Growth Plan is for those Educators with PTS whose overall rating is needs improvement.
- b. The goals in the Plan must address areas identified as needing improvement as determined by the Evaluator.
- c. The Evaluator shall complete a summative evaluation for the Educator at the end of the period determined by the Plan, but at least annually, and in no case later than June 1st.
- d. For an Educator on a Directed Growth Plan whose overall performance rating is at least proficient, the Evaluator will place the Educator on a Self-Directed Growth Plan for the next Evaluation Cycle.
- e. For an Educator on a Directed Growth Plan whose overall performance rating is not at least proficient, the Evaluator will rate the Educator as unsatisfactory and will place the Educator on an Improvement Plan for the next Evaluation Cycle.

19. Educator Plans: Improvement Plan

- a. An Improvement Plan is for those Educators with PTS whose overall rating is unsatisfactory.
- b. The parties agree that in order to provide students with the best instruction, it may be necessary from time to time to place an Educator

whose practice has been rated as unsatisfactory on an Improvement Plan of no fewer than 30 calendar days and no more than one school year. In the case of an Educator receiving a rating of unsatisfactory near the close of one school year, the Improvement Plan may include activities that occur during the summer before the next school year begins.

- c. The Evaluator must complete a summative evaluation for the Educator at the end of the period determined by the Evaluator for the Plan.
- d. An Educator on an Improvement Plan shall be assigned an Evaluator. The Evaluator is responsible for providing the Educator with guidance and assistance in accessing the resources and professional development outlined in the Improvement Plan.
- e. The Improvement Plan shall define the problem(s) of practice identified through the observations and evaluation and detail the improvement goals to be met, the activities the Educator must take to improve and the assistance to be provided to the Educator by the district.
- f. The Improvement Plan process shall include:
 - I. Within ten school days of notification to the Educator that the Educator is being placed on an Improvement Plan, the Evaluator shall schedule a meeting with the Educator to discuss the Improvement Plan. The Evaluator will develop the Improvement Plan, which will include the provision of specific assistance to the Educator.
 - II. The Educator may request that a representative of the Association attend the meeting(s).
 - III. If the Educator consents, the Association will be informed that an Educator has been placed on an Improvement Plan.
- g. The Improvement Plan shall:
 - I. Define the improvement goals directly related to the performance standard(s) and/or student learning outcomes that must be improved;
 - II. Describe the activities and work products the Educator must complete as a means of improving performance;
 - III. Describe the assistance that the district will make available to the Educator;

- IV. Articulate the measurable outcomes that will be accepted as evidence of improvement;
 - V. Detail the timeline for completion of each component of the Plan, including at a minimum a mid-cycle formative assessment report of the relevant standard(s) and indicator(s);
 - VI. Identify the individuals assigned to assist the Educator which must include minimally the Evaluator; and,
 - VII. Include the signatures of the Educator and Evaluator.
- h. A copy of the signed Plan shall be provided to the Educator. The Educator's signature indicates that the Educator received the Improvement Plan in a timely fashion. The signature does not indicate agreement or disagreement with its contents.
 - i. Decision on the Educator's status at the conclusion of the Improvement Plan.
 - 1. All determinations below must be made no later than June 1. One of three decisions must be made at the conclusion of the Improvement Plan:
 - 1. If the Evaluator determines that the Educator has improved his/her practice to the level of proficiency, the Educator will be placed on a Self-Directed Growth Plan.
 - 2. If the evaluator determines that the Educator is making substantial progress toward proficiency, the Evaluator shall place the Educator on a Directed Growth Plan.
 - 3. If the Evaluator determines that the Educator's practice remains at the level of unsatisfactory, the Evaluator shall recommend to the superintendent that the Educator be dismissed.

20. Timelines (Dates in italics are provided as guidance)

Activity:	Completed By:
Superintendent, principal or designee meets with evaluators and educators to explain evaluation process	<i>September 30</i>
Evaluator meets with first-year educators to assist in self-assessment and goal setting process Educator submits self-assessment and proposed goals	October 1
Evaluator meets with Educators in teams or individually to establish Educator Plans (Educator Plan may be established at Summative Evaluation Report meeting in prior school year)	October 15
Evaluator completes Educator Plans	November 1
Evaluator should complete first observation of each Educator	November 30
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) * or four weeks before Formative Assessment Report date established by Evaluator	<i>January 5*</i>
Evaluator should complete mid-cycle Formative Assessment Reports for Educators on one-year Educator Plans	<i>February 1</i>
Evaluator holds Formative Assessment Meetings if requested by either Evaluator or Educator	<i>February 15</i>
Educator submits evidence on parent outreach, professional growth, progress on goals (and other standards, if desired) *or 4 weeks prior to Summative Evaluation Report date established by evaluator	<i>May 1*</i>
Evaluator completes Summative Evaluation Report	May 15
Evaluator meets with Educators whose overall Summative Evaluation ratings are Needs Improvement or Unsatisfactory	June 15
Evaluator meets with Educators whose ratings are proficient or exemplary at request of Evaluator or Educator	June 10
Educator signs Summative Evaluation Report and adds response, if any within 5 school days of receipt to not exceed 5 business days after close of school year.	

A) Educators with PTS on Two Year Plans

Activity:	Completed By:
Evaluator completes unannounced observation(s)	Any time during the 2-year evaluation cycle
Evaluator completes Formative Evaluation Report	<i>June 15 of Year 1</i>
Evaluator conducts Formative Evaluation Meeting, if any	<i>June 15 of Year 1</i>
Evaluator completes Summative Evaluation Report	June 1 of Year 2
Evaluator conducts Summative Evaluation Meeting, if any	June 15 of Year 2
Evaluator and Educator sign Summative Evaluation Report	June 15 of Year 2

B) Educators on Plans of Less than One Year

- i) The timeline for educators on Plans of less than one year will be established in the Educator Plan.

21. Career Advancement

- A) In order to attain Professional Teacher Status, the Educator should achieve ratings of proficient or exemplary on each Performance Standard and overall. A principal considering making an employment decision that would lead to PTS for any Educator who has not been rated proficient or exemplary on each performance standard and overall on the most recent evaluation shall confer with the superintendent by May 1. The principal's decision is subject to review and approval by the superintendent.
- B) In order to qualify to apply for a teacher leader position, the Educator must have had a Summative Evaluation performance rating of proficient or exemplary for at least the previous two years.
- C) Educators with PTS whose summative performance rating is exemplary and, after 2013-14 whose impact on student learning is rated moderate or high, shall be recognized and rewarded with leadership roles, promotions, additional compensation, public commendation or other acknowledgement

as determined by the district through collective bargaining where applicable.

22. Rating Impact on Student Learning Growth

ESE will provide model contract language and guidance on rating educator impact on student learning growth based on state and district-determined measures of student learning by July 15, 2012. Upon receiving this model contract language and guidance, the parties agree to bargain with respect to this matter provided that the educators will not be assessed using student data until the measures are identified and data is available for two (2) years.

23. Using Student feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using student feedback in Educator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

24. Using Staff feedback in Educator Evaluation

ESE will provide model contract language, direction and guidance on using staff feedback in Administrator Evaluation by June 30, 2013. Upon receiving this model contract language, direction and guidance, the parties agree to bargain with respect to this matter.

25. Transition from Existing Evaluation System

- A) The parties agree that to address the workload issues of Evaluators, during the first evaluation cycle under this Agreement in every school or department, educators who received a summative evaluation in the 2011-2012 school year will be placed on a two-year Self-Directed Growth Plan and educators who received a summative evaluation during the 2010-2011 school year will be placed on a one-year Self-Directed Growth Plan.
- B. The existing evaluation system will remain in effect until the provisions set forth in this Article are negotiated. The relevant timeframe for adopting and implementing new systems is set forth in 603 CMR 35.11(1).
- C. All educators with professional teacher status will be given a rating of proficient and placed on either a one-year or two year Self-Directed Growth plan to begin the new evaluation procedures as set forth in this

agreement. This does not apply for educators with professional status who are currently on an improvement plan as determined by the previous evaluation procedures. A plan and rating for educators who are currently on an improvement plan will be determined by the superintendent. Educators with professional teacher status who are in a new role will be placed on a developing educator plan.

26. General Provisions

- A) Only those who are licensed may serve as evaluators of Educators.
- B) Evaluators shall not make negative comments about the Educator's performance, or comments of a negative evaluative nature, in the presence of students, parents or other staff, except in the unusual circumstance where the Evaluator concludes that s/he must immediately and directly intervene. Nothing in this paragraph is intended to limit an administrator's ability to investigate a complaint, or secure assistance to support an Educator.
- C) The superintendent shall insure that Evaluators have training in supervision and evaluation, including the regulations and standards and indicators of effective teaching practice promulgated by ESE (35.03), and the evaluation Standards and Procedures established in this Agreement.
- D) The parties agree to establish a joint labor-management evaluation team which shall review the evaluation processes and procedures annually through the first three years of implementation and recommend adjustments to the parties as well as discuss other parts of this evaluation noted as needing further negotiations. Recommendations from this team shall be forwarded to the parties for negotiations and ratification.
- E) Violations of this article are subject to the grievance and arbitration procedures. Overall rating determination rules
 - i. Overall rating of Unsatisfactory
 - a. An overall rating of Unsatisfactory is automatically determined by a rating of Unsatisfactory for any of the four standards (this rule overrides any other rule).
 - b. An educator cannot receive an overall rating of needs improvement for more than two summative evaluations. If an educator is considered to be needs improvement for two

summative evaluations, the educator will be given an overall rating of unsatisfactory.

- ii. Overall rating of Needs Improvement
 - a. An overall rating of Needs Improvement is determined by a rating of Needs Improvement for standard I or standard II unless Standard I or Standard II receives a rating of Unsatisfactory (See overall rating of Unsatisfactory).
 - b. An overall rating of Needs Improvement is determined by a rating of Needs Improvement for both standard III and standard IV.
 - c. An overall rating of Needs Improvement is determined by a rating of Needs Improvement for two consecutive formative or summative evaluations for standard III or standard IV.
- iii. Overall rating of Proficient
 - a. An overall rating of Proficient is determined by a rating of Proficient in any three standards unless any other rule applies.
- iv. Overall rating of Exemplary
 - a. An overall rating of Exemplary is determined by a rating of Exemplary in any one of the four standards with a rating of proficient in all three remaining standards.

G. Use of Rubrics

- i. A four point scale will be used for ratings on each standard and element. For example, four points signifies exemplary, three points signifies proficient, two points signifies needs improvement, and one point signifies unsatisfactory.
- ii. Rubrics and the four point rating scale will be used during the self-assessment, formative evaluation, and summative evaluation. The self-assessment, formative evaluation, and summative evaluation may contain narrative; however, they must include a rating for each of the elements based on the four point rating scale.

